

SEAN F. McAVOY, CLERK
_____, DEPUTY
RICHLAND, WASHINGTON

Plea Agreement - 1

1 **1. Guilty Plea and Maximum Statutory Penalties:**

2 The Defendant agrees to enter a plea of guilty to Count 1 of the Indictment,
3 charging the Defendant with Conspiracy to Commit Sex Trafficking by Force, Fraud, or
4 Coercion, in violation of 18 U.S.C. § 1594(c).
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6 As to Count 1 of the Indictment, the Defendant understands that the maximum
7 statutory penalty for Conspiracy to Commit Sex Trafficking by Force, Fraud, or
8 Coercion, in violation of 18 U.S.C. § 1594(c), is a term of up to life imprisonment, a fine
9 of up to \$250,000, not less than 5 years but up to life of supervised release, a \$100 special
10 assessment, and a possible additional \$5,000 special penalty assessment pursuant to the
11 Justice for Victims of Trafficking Act of 2015 (18 U.S.C. § 3014(a)).
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14 **2. Fed. R. Crim. P. 11(c)(1)(C) Plea:**

15 The Defendant understands that this is a Plea Agreement pursuant to Fed. R. Crim.
16 P. 11(c)(1)(C) and that the Defendant may withdraw from this Plea Agreement if the
17 Court imposes a sentence of imprisonment in excess of 15 years of imprisonment (180
18 months). The Defendant further understands that the government may withdraw from
19 this Plea Agreement if the Court imposes a sentence of less than 15 years of imprisonment
20 (180 months).
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24 **3. Sex Offender Registration:**

25 Defendant understands that by pleading guilty, Defendant will be required to
26 register as a sex offender upon his release from prison as a condition of supervised release
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1 pursuant to 18 U.S.C. §3583(d). Defendant also understands that independent of
2 supervised release, he will be subject to federal and state sex offender registration
3 requirements, and that those requirements may apply throughout his life. The defendant
4 understands that he shall keep his registration current, shall notify the state sex offender
5 registration agency or agencies of any changes to defendant's name, place of residence,
6 employment, or student status, or other relevant information. Defendant shall comply
7 with requirements to periodically verify in person his sex offender registration
8 information. Defendant understands that he will be subject to possible federal and state
9 penalties for failure to comply with any such sex offender registration requirements. If he
10 resides in Washington State following release from prison, he will be subject to the
11 registration requirements of RCW § 9A.44.130. Defendant further understands that,
12 under 18 U.S.C. § 4042(c), notice will be provided to certain law enforcement agencies
13 upon his release from confinement following conviction. As a condition of supervised
14 release, defendant shall initially register with the state sex offender registration in
15 Washington State, and shall also register with the state sex offender agency in any state
16 where defendant resides, is employed, works, or is a student, as directed by the Probation
17 Officer. The defendant shall comply with all requirements of federal and state sex
18 offender registration laws, including the requirement to update his registration
19 information. Defendant shall provide proof of registration to the Probation Officer within
20 72 hours of release from imprisonment.
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1 **4. Waiver of Constitutional Rights:**

2 The Defendant understands that by entering this plea of guilty the Defendant is
3 knowingly and voluntarily waiving certain constitutional rights, including:
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- 5 (a) The right to a jury trial;
6 (b) The right to see, hear and question the witnesses;
7 (c) The right to remain silent at trial;
8 (d) The right to testify at trial; and
9 (e) The right to compel witnesses to testify.
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12 While the Defendant is waiving certain constitutional rights, the Defendant
13 understands that he retains the right to be assisted through the sentencing and any direct
14 appeal of the conviction and sentence by an attorney, who will be appointed at no cost if
15 the Defendant cannot afford to hire an attorney. The Defendant also acknowledges that
16 any pretrial motions currently pending before the Court are waived.
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19 **5. Elements of the Offense:**

20 As to Count 1 of the Indictment, the United States and the Defendant agree that in
21 order to convict the Defendant of Conspiracy to Commit Sex Trafficking by Force, Fraud,
22 or Coercion, in violation of 18 U.S.C. § 1594(c), the United States would have to prove
23 beyond a reasonable doubt the following elements:
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1 (1) First, Defendant knowingly conspired with one or more other persons to
2 recruit, entice, harbor, transport, provide, advertise, or maintain by any means
3 a person, to wit: Victim V, Victim W, and Victim E;
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5 (2) Second, the Defendant committed such act knowing, or in reckless disregard
6 of the fact, or having a reasonable opportunity to observe Victim V, Victim W,
7 and Victim E, that means of force, threats of force, fraud, coercion, or any
8 combination of such means, would be used to cause the person to engage in a
9 commercial sex act and would be caused to engage in a commercial sex act;
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11 and
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13 (3) Third, the recruiting, enticing, harboring, transporting, providing, advertising,
14 patronizing, or maintaining was done in or affecting interstate commerce.
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16 **6. Factual Basis and Statement of Facts:**

17 The United States and Defendant stipulate and agree that the following facts are
18 accurate; that the United States could prove these facts beyond a reasonable doubt at trial;
19 and that these facts constitute an adequate factual basis for Defendant's guilty plea. This
20 statement of facts does not preclude either party from presenting and arguing, for
21 sentencing purposes, additional facts which are relevant to the guideline computation or
22 sentencing, unless otherwise prohibited in this agreement.
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1 Overview

2 Beginning in or about April 2018 and continuing into May 2018, Defendant Robert
3 SAMUEL TILLMAN (hereinafter TILLMAN) conspired with individuals known and
4 unknown, to include “Savage”, co-Defendant Brandon C. CAMPBELL (hereinafter
5 CAMPBELL), and others, to participate in the sex trafficking of Victim V, Victim W,
6 and Victim E, in which all three victims engaged in commercial sex acts, as defined in
7 18 U.S.C. § 1591(e)(3), to include sexual intercourse with individuals described as
8 “dates.”
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11 *a. Victim V*

12 Around April 2, 2018, a white female with the nickname “Savage” approached
13 Victim V in Phoenix, Arizona, and recruited her to work for TILLMAN, first as a dancer.
14 After dancing, Victim V would turn the money over to TILLMAN or “Savage”, and was
15 told that it was being put into a savings account for her. Dancing turned into sex acts,
16 and TILLMAN took Victim V from Arizona to St. George, Utah, then onto Wenatchee,
17 Washington to engage in sex acts for money. TILLMAN also took Victim V to the
18 Rodeway Inn in Pasco, Washington. TILLMAN and others used the money Victim V
19 had made for them to pay for the hotels.
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24 HSI agents confirmed that a Robert Tillman had a reservation at the Rodeway Inn
25 in Pasco. The date of the reservation was April 14, 2018. TILLMAN paid with a Visa
26 credit card. A phone number of 509-367-9250, subscribed to TILLMAN, was associated
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1 with the reservation. A review of TILLMAN's reservation history with Choice Hotels
2 noted that TILLMAN made reservation at the Rodeway Inn in Pasco, WA, with an arrival
3 date of April 11, 2018, and a departure date of April 15, 2018. TILLMAN's phone
4 number 602-247-1009 was associated with that reservation. TILLMAN made additional
5 reservations throughout the state of Washington and in Arizona during the month of April
6 2018.
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9 TILLMAN would advertise Victim V on adult websites. TILLMAN would
10 respond to messages on his iPhone. Phone number of 509-367-9250 was used in adult
11 ads on November 28-30, 2017, December 18-19, 2017; January 4, 5, 18, 20, 2018; and
12 February 3 and 15, 2018; and March 8, 2018, using websites backpage.com,
13 myproviderguide.com, skipthegames.com, and callescort.com. Phone number 602-247-
14 1009 was used in adult escort ads on March 24-31, April 3-4, April 30, May 10, and June
15 8, 2018, using websites backpage.com, myproviderguide.com, tnaboard.com, callescort,
16 cityxguide.com, and adultlook.com. TILLMAN gave Victim V a phone with cellular
17 number 602-829-6103 with password "Robert." A Google search of phone number 602-
18 829-6103 resulted in numerous internet results for adult classifieds and escort ads with
19 this phone number as the contact. The ads were for locations including Phoenix, AZ,
20 Flagstaff, AZ, St. George, UT, and Wenatchee, WA.
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26 Victim V saw 8-10 "dates" at rate of \$120 for a half hour and \$200 for an hour of
27 sex acts. Victim V was required to give the money the "dates" gave her to TILLMAN or
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1 others. The online advisements, Victim V's travel from state to state, and TILLMAN's
2 use of hotel rooms affected interstate commerce.

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4 *b. Victim W and Victim E*

5 TILLMAN recruited Victim W into working for him. According to one witness,
6 TILLMAN told CAMPBELL that he (CAMPBELL) could make a lot of money by
7 pimping out his girlfriend, Victim E; while CAMPBELL refused at first, he later brought
8 Victim E along.
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10 TILLMAN, CAMPBELL, and other co-conspirators used online adult webpages
11 to advertise Victim W and Victim E for "dates," such as CityXGuide.com. Many online
12 advertisements from various adult webpages traced back to phone numbers associated
13 with TILLMAN during the time period in which CAMPBELL assisted TILLMAN in sex
14 trafficking. These online adult webpages are a means of and affect interstate commerce.
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17 When the dates arrived, TILLMAN and/or his co-conspirators would often stay in
18 the bathroom during the date. The victim would take the payment and provide it to
19 TILLMAN. Then, the victim would either perform the sex acts or TILLMAN or his co-
20 conspirators would come out of the bathroom and scare away the date but keep the money
21 ("trapping"). According to one witness, TILLMAN would split the money with
22 CAMPBELL. Multiple witnesses described the sex trafficking operation this way.
23 Another witness indicated that TILLMAN would "move the girls" and CAMPBELL
24 would guard the door.
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1 A victim described that she agreed to go on “dates,” which she understood was
2 spending time with men. She later described that the dates progressed into sexual
3 encounters. One witness stated that the victims were forced to travel from one hotel to
4 the next to work “dates.” Hotel records from the Tri-Cities area during the course of the
5 instant offense confirmed TILLMAN and CAMPBELL rented rooms for short stays. The
6 use of these hotels to engage in sex trafficking implicated or affected interstate commerce.
7
8 Another witness indicated that TILLMAN and CAMPBELL discussed taking the victims
9 to the Seattle area, which was corroborated by messages found in TILLMAN’s Facebook
10 accounts. Sometimes the victims would be required to go on “out calls,” meaning that
11 they would have to leave the hotel room and meet up with the dates elsewhere.
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15 Force, Fraud, or Coercion

16 During April and May 2018, TILLMAN forced Victim V, Victim W, and Victim
17 E to prostitute seven days a week, and kept them compliant by threatening them with a
18 gun, assaulting them, and forcing them to take drugs. TILLMAN’s threats and assaults
19 took the form of hitting, pushing, and brandishing and firing a gun.
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22 Victim V described an incident when TILLMAN pulled a gun on her and she was
23 forced to snort a line of meth because she was tired. After that incident, they left for
24 Flagstaff, AZ. When Victim V expressed concerns about going with them, TILLMAN
25 and “Savage” promised her transportation back to Arizona and an apartment for her kids,
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1 plus money. They never provided these items to Victim V. While at the Rodeway Inn,
2 TILLMAN pulled a gun on Victim V when she became tired and did not want to work.

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4 CAMPBELL and Victim V witnessed TILLMAN assault Victim E. Victim V
5 recalled an incident in Wenatchee when TILLMAN caught Victim E keeping some of the
6 money after a "date." TILLMAN hit Victim E in the jaw so hard that Victim V believed
7 Victim E's jaw was broken. Victim V also recalled Tillman pulling a gun on all of them
8 when he became upset. One victim described that TILLMAN would threaten to hurt her
9 or the other victim on a regular basis, particularly if they refused to see certain men or go
10 on dates. On one occasion, TILLMAN became upset with Victim E for ruining a date
11 that he pulled out his gun and fired a shot out the hotel window in Wenatchee,
12 Washington. On Victim W's first "date," she could not stop crying when she handed the
13 money over to TILLMAN. TILLMAN, frustrated that he had to scare the customer off,
14 hit Victim W on the head with his gun.
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16 Victim E's Cell Phone

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18 TILLMAN instructed CAMPBELL to purchase a cell phone for Victim E, which
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20 CAMPBELL and TILLMAN used to stay in contact with Victim E, and TILLMAN used
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22 to track her whereabouts. Following an examination of Victim E's cell phone, the
23
24 following pertinent conversations were noted:
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- 26 • On May 18, 2018 (timeline event 1546-1548), CAMPBELL messages
27 Victim E with, "So walk in that bathroom slowly when the trick gets here."
28 Victim E asks, "when is he gonna be here". CAMPBELL responds, "1:30."
CAMPBELL also asks, "whatever who doing the date." Victim E responds,

1 “It’s [Victim W’s] date.” CAMPBELL then asks, “When is yours”?
 2 Victim E responds, “idk [I don’t know]”.

- 3 • Victim E’s phone also communicated under the profile named
 4 ninababyyy304 “Nina Rose.” Timeline events 2166-2311 are all messages
 5 between Nina Rose and random numbers discussing hourly rates and
 6 meeting locations. During one of these message exchanges, Nina is asked
 7 what the rates are for a half hour “outcall” to Lacey. Another message
 8 (timeline event 2232) asks “Do. U. Pervide. Oral. Action. Babydoll.”
 9 Timeline event 2358 is a message from Nina Rose that reads, “I had to get
 10 a room with my folks cuz they DNRd me, do you mind if they can in the
 11 bathroom? 80 is my rates for q.v.¹ and I don’t offer any penetration services
 12 for that. But I can do uncovered handie²?”
- 13 • On May 27, 2018, a series of Facebook messages (timeline event 3033-
 14 3052) is exchanged between CAMPBELL and Victim E. CAMPBELL
 15 says, “theirs a date at the door waiting in the car.” Victim E says, “I’m
 16 trying to get this one to leave,” and sends another message, “He won’t
 17 leave.” CAMPBELL instructs her to tell the person that she is calling the
 18 police, but to not actually make the call. Victim E then sends multiple
 19 messages to CAMPBELL stating that the individual is calling the cops and
 20 he is taking her shoes. Victim E asks, “Help me,” and another, “Now.” In
 21 response, CAMPBELL instructs her to give the individual his money back.
 22 Victim E later sends a message to CAMPBELL, “I’m not doing these
 23 fucking dates alone anymore.”
- 24 • Also on May 27, 2018, Victim E sends a message, “come knock on the door
 25 and yell something.” TILLMAN asks, “it work”? Victim E messages back,
 26 “one more time,” and “hurry,” suggesting that she might have been in
 27 trouble/danger from the date. TILLMAN sends a message, “ok hold on just
 28 act like a girl in the bathroom,” and follows up, “bc security walked by.”
 Approximately a minute later, Victim E sends a message asking
 CAMPBELL for help. After additional conversation, Victim E eventually
 message back indicating that the date left.

¹ In the context of prostitution, “q.v.” often stands for “quick visit,” which means that the sexual encounter will be brief.

² In the context of prostitution, “uncovered handie” suggests a sexual act.

- On May 29, 2018, TILLMAN messages Victim E, “aye it’s a date here an this bitch playing games do you want it.” Victim E responds, “Yeah fosho.” TILLMAN asks, “Brandon there.” Victim E messages back, “I’ll just do it alone idc [I don’t care].” TILLMAN then says, “I’ll be right outside k.” TILLMAN messages that he was going to send the date to her room. Later in the conversation, TILLMAN coaches Victim E on what to say to buy herself more time if she was not ready.

In the images section of Victim E’s phone, multiple “selfie” type images of Victim E and images of CAMPBELL alone and with Victim E are present. Too, images of unknown women in various stages of undress with phone numbers inserted across the images were located. Images 33 is a picture of CAMPBELL and TILLMAN posing together. TILLMAN is holding two cell phones and appears to be making a gang symbol. Victim E received the photo from CAMPBELL and is captioned, “I Looook Gooodd.”

The web history on Victim E’s phone contains multiple visits to cityxguide.com, including visits to a login screen and sections for posting advertisements.

TILLMAN’s Facebook Accounts

During a lawful execution of a search of TILLMAN’s two Facebook accounts, the following evidence was found:

- On March 30, 2018, TILLMAN messages with an individual named “Kai Mula,” with, “Happy birthday baby to the best bottom Bitch I could ask for half of this wouldn’t have been possible without you daddy loves you.”

A “bottom” girl is an individual who is the “pimp’s” right hand in terms of recruiting new prostitutes; she may also continue to prostitute for the pimp.

- 1 • On March 30, 2018, Tillman sent Mula another photo with a screen shot
2 of a text message conversation with phone number 602-829-6103—the
3 same phone number TILLMAN gave Victim V was given. The
4 conversation discusses payment for sexual favors. TILLMAN says to
5 Mula, “But shit she bust all dates so I’m good with it lol.” Mula and
6 TILLMAN continue to talk about the girl. TILLMAN states, “Bitch
7 fuck u and when I run y’all two girls u can just collect the trap and let
8 her do everything else,” suggesting that Mula would get the date and
9 collect the money, and Victim V would perform the sex acts. Later in
10 the conversation, TILLMAN mentions going to St. George, UT and
11 Wenatchee, WA, which is consistent with his travels with Victim V.
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14 • On April 15, 2018, TILLMAN messages Victim W that she has
15 multiple dates on that day. They discuss what appears to be pricing.
16 Victim W states, “We’ll do back to back traps.” TILLMAN discusses
17 the dates and how much money they could make, stating “If we coulda
18 got all the dates we coulda hit for two bands tonight for sure.” A “band”
19 is believed to be \$1,000.
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21 • Also on April 15, 2018, Victim W communicated with TILLMAN
22 about a date that was arriving. Victim W replied that Defendant was in
23 the bathroom and another individual in the closet.
24 • On May 2, 2018, TILLMAN sends a message to Victim W asking her
25 to take a topless picture of her breasts with a paper covering them, with
26 a written message of “Kennewick” and that day’s date. He told her to
27 have another potential victim take one too. A short time later, Victim
28 W sends a picture with Red Lion stationary attached to a female’s
 buttocks area.
 • On May 5 and May 13, 2018, Victim W and TILLMAN discuss more
 dates and money. At one point, Victim W states, “Ok [Victim E is]
 getting this one.”
 • On May 15, 2018, Victim W and TILLMAN discuss more dates and
 money. Victim W states that she does not have any condoms, so she
 asks if she can “trap and trick.” TILLMAN says, “No you better bust
 it or u will fuck yourself for good,” then advises that she make the date
 go get condoms after she collects the money.

1 TILLMAN also had photos of Victim E, to include on with her holding a torn piece
2 of paper with a date and identification of the advertisement webpage (TNA Board) on
3 which her ad could be found. A scantily-clad photo of Victim W was also present.
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5 * * *

6 On April 16, 2018, Victim V escaped the hotel room where TILLMAN and others
7 had been arranging “dates.” She fled the room when it was empty and headed on foot
8 towards the Pasco bus station. A 911 caller reported a female pedestrian crossing over
9 the blue bridge in vehicular lanes and was nearly struck several times by oncoming traffic.
10 WSP Trooper Carlos Mata responded to the call, and encountered Victim V midway
11 through the bridge. He noted Victim V appeared confused and was crying. Later, Victim
12 V was taken to the hospital to receive treatment for the effects of sex trafficking. This
13 encounter with law enforcement and medical personnel concluded Victim V’s
14 involvement with TILLMAN.
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19 On May 29, 2018, Victim E was encountered in an undercover sting by law
20 enforcement at the Quality Inn located at 8810 S. Hosmer St. in Tacoma, WA.
21 Undercover officers initiated contact by responding to an advertisement on adultlook.com
22 (ad #2921882). The ad had pictures (who appear to be Victim W) and described services
23 offered by 21 year old “Lydia.” “Lydia Ludacris” is one of the names Victim W was
24 advertised under. The ad provided a phone number: 612-254-1721. This phone number
25 was used to post adult ads on May 9, May 24, May 27, June 8, and June 11, 2018, using
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1 Cityxguide.com and adultlook.com. This encounter resulted in the arrest of Victim E,
2 and enabled Victim E to terminate TILLMAN and CAMPBELL's trafficking of her.

3 * * *

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5 Beginning on or about April 2, 2018, and continuing until in or about May 29,
6 2018, in the Eastern District of Washington and elsewhere, Defendant ROBERT
7 SAMUEL TILLMAN, confederated and agreed with CAMPBELL, "Savage," and other
8 persons known and unknown, to knowingly, in or affecting interstate commerce, recruit,
9 entice, harbor, transport, provide, obtain, advertise, and maintain by any means, persons,
10 specifically Victim V, Victim W, and Victim E, knowing and in reckless disregard of the
11 fact that means of force, threats of force, fraud, and coercion, as defined in Title 18,
12 United States Code, Section 1591(e)(2), and any combination of such means, would be
13 used to cause Victim V, Victim W, and Victim E to engage in a commercial sex act, in
14 violation of 18 U.S.C. § 1591(a), all in violation of 18 U.S.C. § 1594(c).
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19 **7. Waiver of Inadmissibility of Statements:**

20 The Defendant agrees to waive the inadmissibility of statements made in the course
21 of plea discussions with the United States, pursuant to Fed.R.Crim.P. 11(f). This waiver
22 shall apply if the Defendant withdraws this guilty plea or breaches this Plea Agreement.
23 The Defendant acknowledges that any statements made by the Defendant to law
24 enforcement agents in the course of plea discussions in this case would be admissible
25 against the Defendant in the Government's case-in-chief if the Defendant were to
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1 withdraw or breach this Plea Agreement. This provision would not apply to Defendant's
2 withdrawal from the plea agreement on the basis that, pursuant to Rule 11(c)(1)(C), the
3 sentence imposed exceeded 15 years of imprisonment.
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5 **8. The United States Agrees:**

6 (a) Not to File Additional Charges:
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8 The United States Attorney's Office for the Eastern District of Washington agrees
9 not to bring any additional charges against the Defendant based upon information in its
10 possession at the time of this Plea Agreement and arising out of Defendant's conduct
11 involving illegal activity charged in the Indictment, unless the Defendant breaches this
12 Plea Agreement any time before or after sentencing.
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15 (b) Dismissal(s):

16 At the time of sentencing, the United States agrees to move to dismiss Counts 2-9
17 of the Indictment filed on January 15, 2019.
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19 **9. United States Sentencing Guideline Calculations:**

20 The Defendant understands and acknowledges that the United States Sentencing
21 Guidelines (hereinafter "U.S.S.G.") are advisory to this case and that the Court will
22 determine the Defendant's applicable sentencing guideline range at the time of
23 sentencing.
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25

26 (a) Base Offense Level:

27 The United States and the Defendant have no agreement as to the base offense
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1 level.

2 (b) Specific Offense Characteristics:

3 The United States and the Defendant have no agreement as to the special offense
4 characteristics.
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6 (c) Acceptance of Responsibility:

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8 If the Defendant pleads guilty and demonstrates a recognition and an affirmative
9 acceptance of personal responsibility for the criminal conduct; provides complete and
10 accurate information during the sentencing process; does not commit any obstructive
11 conduct; and accepts this Plea Agreement, the United States will the United States will
12 move for a three (3) level downward adjustment in the offense level for the Defendant's
13 timely acceptance of responsibility, pursuant to U.S.S.G. §3E1.1(a). The Defendant and
14 the United States agree that the United States may at its option, and upon written notice
15 to the Defendant, not recommend a two (2) level downward reduction for acceptance of
16 responsibility if, prior to the imposition of sentence, the Defendant is charged or
17 convicted of any criminal offense whatsoever or if the Defendant tests positive for any
18 controlled substance.
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23 (d) Criminal History:

24 The United States and the Defendant understand that the Defendant's criminal
25 history computation will be determined by the Court after review of the Presentence
26 Investigation Report. The United States and the Defendant have made no agreement and
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1 make no representations as to the criminal history category, which shall be determined
2 after the Presentence Investigation Report is completed.

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4 (e) Departures and/or Variances:

5 The United States and the Defendant agree that they will move the Court at
6 sentencing to impose a sentence of fifteen (15) years of incarceration pursuant to Fed. R.
7 Crim. P. 11(c)(1)(C), which may result in a sentence that falls outside the guideline range
8 calculated in this case.
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11 **10. Incarceration:**

12 The United States and Defendant stipulate and agree that both parties will
13 recommend a sentence of imprisonment of fifteen (15) years of imprisonment (180
14 months).
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17 **11. Criminal Fine:**

18 The United States and the Defendant are free to make whatever recommendation
19 concerning the imposition of a criminal fine that they believe is appropriate.

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21 **12. Restitution:**

22 The United States and the Defendant hereby stipulate and agree that, pursuant to
23 18 U.S.C. §§ 1593, 3663, 3663A and 3664, the Court should order the Defendant to pay
24 restitution. With respect to restitution, the parties agree to the following:
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26 (a) Restitution Amount and Interest

27 Pursuant to 18 U.S.C. § 1593, the Court shall order restitution for the full amount
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1 of any victims' losses. The United States and Defendant will submit restitution
2 information prior to sentencing. For purposes of 18 U.S.C. § 1593, "victim" is defined in
3 18 U.S.C. § 2259(c)(2) and means the individual harmed as a result of a commission of
4 the crime, including, in the case of a victim who is under 18 years of age, the legal
5 guardian of the victim, and shall in addition include the greater of the gross income or
6 value to the defendant of the victim's services or labor or the value of the victim's labor
7 as guaranteed under the minimum wage and overtime guarantees of the Fair Labor
8 Standards Act (29 U.S.C. § 201 *et seq.*). The United States and Defendant also hereby
9 stipulate and agree that the Court shall order full restitution, as appropriate, to any entity,
10 organization, insurance company, individual(s), and/or medical provider who provided
11 medical services and/or funds related to the treatment of identified victims. The interest
12 on this restitution amount should be waived. Neither party may withdraw from the Plea
13 Agreement based on the ultimate amount or restitution ordered.
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19 (b) Payments

20 The parties agree the Court will set a restitution payment schedule based on his
21 financial circumstances. See 18 U.S.C. § 3664(f)(2), (3)(A). That being said, Defendant
22 agrees to pay not less than 10% of his net monthly income towards his restitution
23 obligation.
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25

26 (c) Treasury Offset Program and Collection

27 Defendant understands the Treasury Offset Program collects delinquent debts
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1 owed to federal agencies. If applicable, the TOP may take part or all of Defendant's
2 federal tax refund, federal retirement benefits, or other federal benefits and apply these
3 monies to Defendant's restitution obligations. *See* 26 U.S.C. § 6402(d); 31 U.S.C. §
4 3720A; 31 U.S.C. § 3716.

6 Defendant also understands the United States may, notwithstanding the Court-
7 imposed payment schedule, pursue other avenues to ensure the restitution obligation is
8 satisfied, including, but not limited to, garnishment of available funds, wages, or assets.
9 *See* 18 U.S.C. §§ 3572, 3613, and 3664(m). Nothing in this acknowledgment shall be
10 construed to limit Defendant's ability to assert any specifically identified exemptions as
11 provided by law, except as set forth in this Plea Agreement.

15 Until a fine or restitution order is paid in full, Defendant agrees fully to disclose all
16 assets in which he has any interest or over which he exercises control, directly or
17 indirectly, including those held by a spouse, nominee or third party. Defendant agrees to
18 truthfully complete the Financial Disclosure Statement that will be provided by the earlier
19 of 30 days from Defendant's signature on this plea agreement or the date of Defendant's
20 entry of a guilty plea, sign it under penalty of perjury and provide it to both the United
21 States Attorney's Office and the United States Probation Office. Defendant expressly
22 authorizes the U.S. Attorney's Office to obtain a credit report on Defendant upon the
23 signing of this Plea Agreement. Until such time as the fine or restitution order is paid in
24 full, Defendant agrees to provide waivers, consents or releases requested by the U.S.
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1 Attorney's Office to access records to verify the financial information.

2 (d) Notifications

3
4 The Defendant agrees to notify the Court and the United States of any material
5 change in his economic circumstances (e.g., inheritances, monetary gifts, changed
6 employment, or income increases) that might affect his ability to pay restitution. *See* 18
7 U.S.C. § 3664(k). This obligation ceases when the restitution is paid-in-full.
8

9 The Defendant agrees to notify the United States of any address change within 30
10 days of that change. *See* 18 U.S.C. § 3612(b)(1)(F). This obligation ceases when the
11 restitution is paid-in-full.
12

13 **13. Forfeiture:**

14 The parties agree forfeiture applies. *See* 18 U.S.C. § 1594(e); 28 U.S.C. § 2461(c).
15
16 With respect to forfeiture, the parties agree to the following:

17 (a) Forfeitable Property

18
19 The United States shall seek a forfeiture money judgment in this matter and will
20 not seek to forfeit specific property, except as set forth in this Plea Agreement or
21 authorized by law. The United States will not seek to forfeit proceeds in an amount
22 exceeding what Defendant actually obtained as a result of the crime. *See Honeycutt v.*
23 *U.S.*, 137 S. Ct. 1626 (2017).
24
25

26 (b) Money Judgment

27 Defendant agrees to forfeit to the United States all right, title, and interest in the
28

1 following property: a money judgment in an amount to be determined prior to or at
2 sentencing, which represents the amount of proceeds Defendant obtained as a result of
3 his illegal conduct.
4

5 (c) Substitute Property

6 Defendant understands the United States may seek for Defendant to forfeit
7 substitute property in satisfaction of the money judgment if the United States can
8 establish the following regarding the above-described property (*i.e.*, the money
9 judgment): a) it cannot be located upon the exercise of due diligence; b) it has been
10 transferred or sold to, or deposited with, a third party; c) it has been placed beyond the
11 Court's jurisdiction; d) it has substantially diminished in value; e) it has been commingled
12 with other property and cannot be divided without difficulty. *See* 18 U.S.C. § 982(b)(1);
13 21 U.S.C. § 853(p). The United States will not seek to forfeit substitute property from
14 other defendants or co-conspirators; it may only forfeit substitute property from
15 Defendant. *See* 21 U.S.C. § 853(p).
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20 (d) Application of Forfeited Property to Restitution

21 Defendant understands the United States will seek restitution for the victim(s) in
22 this case independent of this money judgment. It is the parties' mutual understanding
23 that the United States Attorney's Office will seek approval to apply the proceeds of any
24 forfeited assets to Defendant's restitution obligations. Defendant recognizes the final
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1 decision to approve this application rests with the Attorney General. *See* 18 U.S.C. §
2 981(d), (e); *see also* 28 C.F.R. 9 *et. seq.*

3
4 (e) Cooperation on Forfeited Assets

5 Defendant agrees to cooperate with the United States in passing clear title on all
6 forfeited assets. Defendant also agrees to assist the United States in locating any assets
7 that 1) are the proceeds of illegal conduct (as outlined in this Plea Agreement) and 2) have
8 not been dissipated. If such assets are located, then Defendant will stipulate to their
9 forfeiture.
10
11

12 (f) Waiver

13 Defendant agrees to waive oral pronouncement of forfeiture at the time of
14 sentencing. *See* Fed. R. Crim. P. 32.2(b)(4)(B).
15

16 (g) Non-Abatement of Criminal Forfeiture

17 Defendant agrees that the forfeiture provisions of this plea agreement are intended to, and
18 will, survive him, notwithstanding the abatement of any underlying criminal conviction
19 after the execution of this agreement. The forfeitability of any particular property
20 pursuant to this agreement, including any substitute property subject to forfeiture, shall
21 be determined as if Defendant had survived, and that determination shall be binding upon
22 Defendant's heirs, successors and assigns until the agreed forfeiture, including any agreed
23 money judgment amount and substitute property subject to forfeiture in satisfaction of
24 the money judgment, is collected in full.
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1 **14. Supervised Release:**

2 The United States and the Defendant agree to recommend that the Court impose a
3 term of supervised release of five years.
4

5 **15. Mandatory Special Penalty Assessment:**

6 The Defendant agrees to pay the \$100 mandatory special penalty assessment to the
7 Clerk of Court for the Eastern District of Washington, at or before sentencing, pursuant
8 to 18 U.S.C. § 3013 and shall provide a receipt from the Clerk to the United States before
9 sentencing as proof of this payment.
10
11

12 If the Defendant lacks the financial resources to pay the monetary obligations
13 imposed by the Court, the Defendant agrees to earn the money to pay toward these
14 obligations by participating in the Bureau of Prisons' Inmate Financial Responsibility
15 Program.
16

17 **16. Additional Violations of Law Can Void Plea Agreement:**

18 The Defendant and the United States agree that the United States may at its option
19 and upon written notice to the Defendant, withdraw from this Plea Agreement or modify
20 its recommendation for sentence if, prior to the imposition of sentence, the Defendant is
21 charged or convicted of any criminal offense whatsoever or if the Defendant tests positive
22 for any controlled substance.
23
24

25 //

26 //

1 **17. Appeal Rights:**

2 The Defendant waives any right to appeal this conviction and the sentence imposed
3
4 by the Court, including any restitution order. The Defendant also waives any right to
5 collaterally attack this conviction and sentence under 28 U.S.C. § 2255, or any other
6 collateral attack (except for ineffective assistance of counsel based on facts discovered
7
8 after the plea and sentencing). The Defendant acknowledges that this waiver shall result
9 in the dismissal of any appeal or collateral attack the defendant might file challenging the
10 conviction or sentence in this case, except for ineffective assistance of counsel as noted
11
12 above. If the Defendant files a notice of appeal, a habeas petition, or other collateral
13 attack, notwithstanding this agreement, the Defendant agrees that this case shall, upon
14 motion of the government, be remanded to the district court to determine whether
15 Defendant is in breach of this agreement and, if so, to permit the government to withdraw
16 from the Plea Agreement.
17

18 **18. Integration Clause:**

19 The United States and the Defendant acknowledge that this document constitutes
20
21 the entire Plea Agreement between the United States and the Defendant, and no other
22 promises, agreements, or conditions exist between the United States and the Defendant
23 concerning the resolution of the case. This Plea Agreement is binding only upon the
24 United States Attorney's Office for the Eastern District of Washington, and cannot bind
25
26 other federal, state or local authorities. The United States and the Defendant agree that
27
28

1 this agreement cannot be modified except in a writing that is signed by the United States
2 and the Defendant.

3
4 **Approvals and Signatures**

5 Agreed and submitted on behalf of the United States Attorney's Office for the
6 Eastern District of Washington.

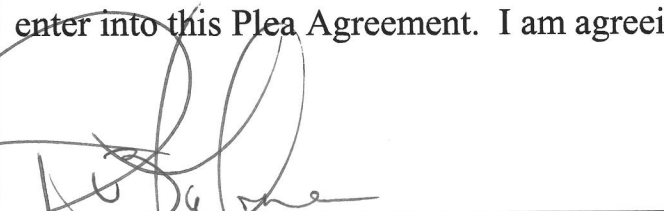
7
8 William D. Hyslop
9 United States Attorney

10 

11 MEGHAN M. McCALLA
12 Assistant United States Attorney

1-9-2020
Date

13 I have read this Plea Agreement and have carefully reviewed and discussed every
14 part of the agreement with my attorney. I understand and voluntarily enter into this Plea
15 Agreement. Furthermore, I have consulted with my attorney about my rights, I
16 understand those rights, and I am satisfied with the representation of my attorney in this
17 case. No other promises or inducements have been made to me, other than those
18 contained in this Plea Agreement, and no one has threatened or forced me in any way to
19 enter into this Plea Agreement. I am agreeing to plead guilty because I am guilty.

20
21
22 

23
24
25 ROBERT SAMUEL TILLMAN
26 Defendant

1/9/20
Date

1 I have read the Plea Agreement and have discussed the contents of the agreement
2 with my client. The Plea Agreement accurately and completely sets forth the entirety of
3 the agreement between the parties. I concur in my client's decision to plead guilty as set
4 forth in the Plea Agreement. There is no legal reason why the Court should not accept the
5 Defendant's plea of guilty.
6

7
8 Adam R Pechtel
9 ADAM PECHTEL

10 Attorney for the Defendant
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1-9-20
Date